

IN THE MATTER OF:) ADMINISTRATIVE SETTLEMENT
) AGREEMENT FOR THE RECOVERY
) OF PAST RESPONSE COSTS
)
Denova Environmental Superfund Site) U.S. EPA Region 9
Rialto, San Bernardino County, California) CERCLA Docket No. 2006-25
)
) PROCEEDING UNDER SECTION
) 122(h)(1) OF CERCLA
Settling Parties listed in Appx. A) 42 U.S.C. § 9622(h)(1)
Settling Federal Agencies listed in Appx. B)

I. JURISDICTION

1. This Administrative Settlement for the Recovery of Response Costs (the "Settlement Agreement") is entered into by the United States Environmental Protection Agency ("EPA"), the County of San Bernardino Consolidated Fire District through its governing body, the County of San Bernardino Board of Supervisors ("County"), the Settling Parties identified in Appendix A, attached and incorporated into this Settlement Agreement (collectively, the "Settling Parties," each individually a "Settling Party"), and the Settling Federal Agencies identified in Appendix B, attached and incorporated into this Settlement Agreement (collectively, the "Settling Federal Agencies," each individually a "Settling Federal Agency"). This Settlement Agreement concerns the removal action at the Denova Environmental Superfund Site, 2610 North Alder Ave, Rialto, San Bernardino County, California (the "Site").

2. This Settlement Agreement is entered into under the authority vested in the President of the United States by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and redelegated to the Superfund Branch Chiefs pursuant to Regional Delegation 1290.20.

3. This Settlement Agreement is entered into by the County through its governing body, the County of San Bernardino Board of Supervisors under CERCLA, 42 U.S.C. § 9607(a)(4)(B).

4. The Settling Parties and the Settling Federal Agencies agree to comply with and be bound by the terms of this Settlement Agreement and further agree not to contest the basis or validity of this Settlement Agreement or its terms in any proceedings to enforce this Settlement Agreement.

II. BACKGROUND

5. This Settlement Agreement concerns the Denova Environmental Superfund Site located at 2610 North Alder Ave, Rialto, San Bernardino County, California.

6. The Site has been subject to CERCLA emergency and time critical response actions. The Site was historically utilized to store and transfer for off-site treatment and/or disposal, hazardous materials, hazardous wastes, and explosives.

a. On March 14, 2001, EPA's Emergency Response Section and the Bureau of Alcohol, Tobacco, and Firearms identified six containers of highly explosive and shock-sensitive tetrazene, a hazardous substance, at the Site. On June 12, 2001, the EPA Response, Planning and Assessment Branch Chief signed an Action Memo documenting that conditions at the Site met the criteria for a removal response action as outlined at Section 300.415(b)(2) of the National Contingency Plan ("NCP"). On June 14, 2001, EPA initiated a removal action at the Site to destroy these highly explosive hazardous substances.

b. On May 28, 2002, EPA's Emergency Response Section returned to the Site to address improperly stored hazardous materials and explosives. EPA's On Scene Coordinators ("OSCs") observed the following conditions at the Site:

i. The Site occupied approximately 20 acres and was divided into three sections. The northern most section contained a blast pit that was formerly permitted for the destruction of certain explosive wastes. The middle section ("hazmat yard") contained six mobile concrete bomb shelters and nineteen conex shipping containers containing an array of wastes. The southern section ("explosive yard") contained fifteen partially buried explosive storage magazines, approximately eight mobile explosive storage boxes, and eight conex boxes all of which contained and stored explosive, propellant and ordnance products.

ii. The hazmat yard included approximately 750 containers stored in nineteen conex boxes ("bays"), fifty 55-gallon drums containing a variety of acidic, corrosive, and flammable wastes, six mobile concrete bomb shelters containing highly explosive materials, and a blast pit. Hazardous substances identified in the bays included, but were not limited to, mercury, phosphoric acid, picric acid, nitric acid, sulfuric acid, acetic acid, hydrochloric acid, hydrofluoric acid, ethylene bromide, formaldehyde, toluene diisocyanate, lead styphnate, red phosphorus, and chlorine gas.

iii. Approximately 550,000 pounds of explosives were located on the Site.

iv. There were several residential neighborhoods within close proximity to the Site. In the event of an explosion, these residents could have been exposed to hazardous substances which pose a significant human health threat through inhalation or dermal contact.

c. EPA determined that the removal of explosive wastes from the Site was necessary in order to mitigate the imminent threat of release of hazardous substances into the local community and environment. On June 4, 2002, EPA's Response, Planning and

Assessment Branch Chief signed an Action Memo documenting that conditions at the Site met the criteria for another emergency response removal as outlined at Section 300.415(b)(2) of the NCP.

d. From September 3, 1999, through the completion of EPA's removal response, the County responded to emergency situations associated with explosive wastes stored at the Site. Such emergency situations included chemical reactions resulting in explosions, fires, off-gassing materials, pressurized containers and injured personnel. The County also assisted EPA in detonation of explosive materials.

e. Manifests for the transportation of explosive materials coming to the Site indicate that the Settling Parties and the Settling Federal Agencies arranged to send hazardous substances to the Site.

f. As part of EPA's actions on the Site, all explosive material and surface hazardous substances found on the Site were removed. The Site now has been developed for commercial use.

g. Perchlorate and Volatile Organic Compounds ("VOCs") have been detected in groundwater monitoring wells in the regional groundwater plume in the Rialto-Colton groundwater basin. Based on data available to EPA and except as noted below; perchlorate and VOCs have not been detected in the three groundwater monitoring wells located immediately downgradient of the Site. The three wells are designated N2, N4, and TW-1. The exceptions are a one-time detection of perchlorate at 2 ug/L in well N4, a one-time detection of 1,2-dichloroethane at less than 0.1 ug/L in well N2, one-time detections of xylene and trimethylbenzene in well N4, and detections of several VOCs that are probable laboratory contaminants or disinfection byproducts. Based upon the information reviewed by EPA, EPA currently has no plans to require additional investigation or cleanup work at the Site.

7. In performing the response action, EPA and the County have incurred response costs at or in connection with the Site.

8. EPA and the County allege that the Settling Parties and the Settling Federal Agencies are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred or to be incurred at or in connection with the Site.

9. EPA, the County, the Settling Parties and the Settling Federal Agencies recognize that this Settlement Agreement has been negotiated in good faith, and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law.

III. PARTIES BOUND

10. This Settlement Agreement shall be binding on EPA and the County, and on each Settling Party and their respective successors and assigns. Any change in ownership or corporate or other legal status of any Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter responsibilities under this Settlement Agreement. This Settlement Agreement shall be binding on EPA and the County, and on each

Settling Federal Agency and any successor departments or agencies. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to legally bind the party represented by him or her.

IV. DEFINITIONS

11. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

b. "County" shall mean the San Bernardino County Consolidated Fire District.

c. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "Effective Date" shall be the effective date of this Settlement Agreement as provided in Section XVI.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

f. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

g. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

h. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or a lower case letter.

i. "Parties" shall mean EPA, the County, the Settling Parties listed in Appendix A and the Settling Federal Agencies listed in Appendix B.

j. "Past Response Costs" shall mean any and all direct and indirect costs incurred by EPA and/or the County through the Effective Date of this Settlement Agreement at

or in connection with the Site including, without limitation, any costs for investigative, removal and/or response work. These Past Response Costs shall include, but are not limited to, direct and indirect costs, that the County, EPA or the U.S. Department of Justice on behalf of EPA has incurred and/or paid at or in connection with the Site for the removal action described in the action memoranda for the Site dated June 12, 2001, June 4, 2002, August 26, 2002, and March 26, 2003, through the Effective Date of this Settlement Agreement plus accrued Interest on all such costs.

k. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

l. "Settlement Agreement" shall mean this Settlement Agreement for the Recovery of Past Response Costs and any attached appendices. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

m. "Settling Federal Agencies" shall mean (i) United States Department of Energy/ Lawrence Livermore National Laboratory (LLNL), and its management and operating (M&O) contractor, University of California, but only in the University of California's capacity as M&O contractor of LLNL; (ii) United States Department of Energy/ Sandia National Laboratories (SNL), and its M&O contractor Sandia Corporation, but only in Sandia Corporation's capacity as M&O contractor of SNL; (iii) National Aeronautics and Space Administration (NASA)/ Jet Propulsion Laboratory (JPL), including its M&O contractor, the California Institute of Technology (CalTech), but only in CalTech's capacity as M&O operator of the JPL; (iv) United States Department of the Navy; and (v) United States Department of the Interior.

n. "Site" shall mean the Denova Environmental Superfund Site, encompassing approximately 20 acres, located at 2610 North Alder Ave, Rialto, San Bernardino County, California, with the approximate latitude and longitude of North 34° 9' 17.5" and West 117° 24' 34.5".

o. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. PAYMENT OF RESPONSE COSTS

12. a. Payment for Past Response Costs by Settling Parties

a. No later than 10 days after Settling Parties receive notice from EPA that this Agreement has been signed by EPA and approved by the Attorney General or his designee, Settling Parties shall deposit \$ 1,050,618.56 in an escrow account bearing interest on commercially reasonable terms, in a federally-chartered bank (the "Escrow Account") as payment for Response Costs. If the Agreement is not made effective after public comment, the monies placed in escrow, together with accrued interest thereon, shall be returned to Settling Parties. If the Agreement is made effective after public comment, Settling Parties shall, within 15 days thereof, cause the monies in the Escrow Account to be paid to EPA in the amount of \$1,025,487.56 plus interest,

and to the County in the amount of \$ 25,131.00 plus interest. Notification to EPA Region 9 shall be provided pursuant to Paragraph 14 below.

b. Payment shall be made to EPA by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to Settling Parties by EPA Region 9, and shall be accompanied by a statement identifying the name and address of the parties making payment, the amount of the payment, the Site name (Denova Environmental), the EPA Region and Site/Spill ID Number (09JW), and the EPA docket number for this Settlement Agreement (Docket No. 2006-25). Payments to EPA shall be made by Electronic Funds Transfer ("EFT") in accordance with EFT procedures provided in Appendix C.

c. Payments to the County shall be made by certified check and all payments shall be accompanied by a notice statement identifying the name and address of the party making payment, the amount of the payment, the Site name (Denova Environmental), the EPA Region and Site/Spill ID Number (09JW), and the EPA docket number for this Settlement Agreement (Docket No. 2006-25). Payments by certified check and notices of payments shall be made to:

San Bernardino County Consolidated Fire District
Office of the Fire Marshal
620 South "E" Street
San Bernardino, California 92415

13. Payment for Past Response Costs by the United States on Behalf of the Settling Federal Agencies

a. As soon as reasonably practicable after the Effective Date of this Agreement, the United States, on behalf of the Settling Federal Agencies, shall pay to the EPA the total of \$190,864.64 and to the County a total of \$ 4,677.00 in reimbursement of Past Response Costs.

b. Payment to EPA shall be made by certified check or by Electronic Funds Transfer ("EFT") in accordance with EFT procedures provided in Appendix C and shall be accompanied by a statement identifying the name and address of the party making payment, the amount of the payment, the Site name (Denova Environmental), the EPA Region and Site/Spill ID Number (09JW), and the EPA docket number for this Settlement Agreement (Docket No. 2006-25). If payment is made by certified check, notice, in addition to the notice required in Paragraph 14 below, shall be made to:

EPA Superfund Region 9
Attn: Superfund Accounting
Denova / Rialto Colton Plume Special Account
P.O. Box 360863M
Pittsburgh, PA 15251

c. Payments to the County shall be made by certified check and all payments shall be accompanied by a notice statement identifying the name and address of the party making

payment, the amount of the payment, the Site name (Denova Environmental), the EPA Region and Site/Spill ID Number (09JW), and the EPA docket number for this Settlement Agreement (Docket No. 2006-25). Payments by certified check and notices of payments shall be made to:

San Bernardino County Consolidated Fire District
Office of the Fire Marshall
620 South "E" Street
San Bernardino, California 92415

d. If the payment required by this Paragraph is not made as soon as reasonably practicable, the appropriate EPA Region 9 Branch Chief may raise any issues relating to payment to the appropriate United States Department of Justice Assistant Section Chief for the Environmental Defense Section. In any event, if the payment is not made within 120 days after the Effective Date of this Agreement, EPA and the United States Department of Justice have agreed to resolve this issue within 30 days in accordance with a letter agreement dated December 28, 1998.

e. The Parties recognize and acknowledge that the payment obligations of the Settling Federal Agencies under this Paragraph can only be paid from appropriated funds legally available for such purpose. Nothing in the Agreement shall be interpreted or construed as a commitment or requirement that the Settling Federal Agencies obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

14. At the time of payment, Settling Parties and the United States, on behalf of the Settling Federal Agencies, also shall send notice that payment has been made to EPA and the County at the following addresses:

David Wood
Superfund Accounting (PMD-6)
U.S. Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105

San Bernardino County Consolidated
Fire Department
Office of the Fire Marshall
620 South "E" Street
San Bernardino, CA 92415

Such additional notice shall reference the name and address of the parties making payment, the amount of the payment, the Site name (Denova Environmental Site), the Site ID Number (09JW) and the EPA docket number for this action (Docket No. 2006-25).

15. The amounts paid pursuant to Paragraphs 12 and 13 by Settling Parties and the United States, on behalf of the Settling Federal Agencies, to the United States EPA shall be deposited at EPA's discretion in the Denova/ Rialto Colton Plume Site Special Accounts within the EPA Hazardous Substance Superfund. These Special Accounts shall be retained and used to

conduct or finance response actions at or in connection with the Denova/ Rialto Colton Plume Sites, or may be transferred by the EPA from these Special Accounts to the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH THE SETTLEMENT AGREEMENT

16. Interest on Late Payments. If the Settling Parties fail to make the payment required by Paragraph 12 by the required due date, Interest shall accrue on any unpaid balance through the date of final payment.

17. Stipulated Penalty.

a. If the payment due to EPA under Paragraph 12 is not paid by the required date, the Settling Parties shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 16, \$500.00 per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party making payment, the Site name (Denova Environmental Site), the Site ID (09JW), and the EPA Docket Number for this action (Docket No. 2006-25). The payment and notice for stipulated penalties shall be directed to:

EPA - Cincinnati Accounting Operations
Attention: Region 9 Receivables
P.O. Box 371099M
Pittsburgh, PA 15251

c. At the time of each payment, a notice also shall be sent as directed in Paragraph 14.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified the Settling Party of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

18. In addition to the Interest and stipulated penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of a Settling Party's failure to comply with the requirements of this Settlement Agreement, if a Settling Party defaults by failing or refusing to comply with the requirements of this Settlement Agreement, EPA may seek to enforce this Settlement Agreement against that defaulting Settling Party in accordance with Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of

EPA, brings an action to enforce this Settlement Agreement against such defaulting Settling Party, that defaulting Settling Party shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

19. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. Payment of stipulated penalties shall not excuse any Settling Party from any other obligation required by this Settlement Agreement.

VII. COVENANTS BY EPA AND THE COUNTY

20. Except as specifically provided in Section VIII (Reservations of Rights), EPA covenants not to sue or to take administrative action against the Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. §9607(a), for Past Response Costs. This covenant shall take effect upon receipt by EPA of all amounts that required by Section V, Paragraph 12 (Payment of Past Response Costs by Settling Parties) and any amounts due under Section VI (Failure to Comply with Settlement Agreement). This covenant not to sue is conditioned on the satisfactory performance by the Settling Parties of their obligations under this Settlement Agreement. This covenant not to sue extends only to the Settling Parties and does not extend to any other person.

21. Except as specifically provided in Section VIII (Reservations of Rights), EPA covenants not to take administrative action against the Settling Federal Agencies pursuant to Section 107(a) of CERCLA, 42 U.S.C. §9607(a), for Past Response Costs. This covenant shall take effect upon receipt by EPA of all amounts required by Section V, Paragraph 13, (Payment of Response Costs). This covenant not to sue is conditioned on the satisfactory performance by the Settling Federal Agencies of their obligations under this Settlement Agreement. This covenant not to sue extends only to the Settling Federal Agencies and does not extend to any other person.

22. Except as specifically provided in Section VIII (Reservations of Rights), the County covenants not to sue any of the Settling Parties, pursuant to Section 107(a) of CERCLA, 42 U.S.C. §9607(a), to recover Past Response Costs. This covenant shall take effect upon receipt by the County of all amounts due under Section V, Paragraph 12 (Payment of Past Response Costs by Settling Parties). Except as specifically provided in Section VIII (Reservations of Rights), the County covenants not to sue any of the Settling Federal Agencies, pursuant to Section 107(a) of CERCLA, 42 U.S.C. §9607(a), to recover Past Response Costs. This covenant shall take effect upon receipt by the County of all amounts due under Section V, Paragraph 13. These covenants not to sue are conditioned on the satisfactory performance by the Settling Parties and the Settling Federal Agencies of their respective obligations under this Settlement Agreement. This covenant not to sue extends only to the Settling Parties and the Settling Federal Agencies and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY EPA AND THE COUNTY

23. EPA and the County reserve, and this Settlement Agreement is without prejudice to, all rights against Settling Parties and Settling Federal Agencies, with respect to all matters not expressly included within the Covenants by EPA and the County in Section VII. Notwithstanding any other provision of this Settlement Agreement, EPA reserves all rights against Settling Parties and EPA reserves, and this Agreement is without prejudice to, all rights against Settling Federal Agencies, with respect to:

- a. liability for failure of any of the Settling Parties or any of the Settling Federal Agencies to meet a requirement of this Settlement Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

24. The County reserves all rights against Settling Parties and Settling Federal Agencies with respect to:

- a. Liability for failure of the Settling Parties and the Settling Federal Agencies to meet a requirement of this Settlement Agreement; and
- b. Liability for costs incurred or to be incurred by the County that are not within the definition of Past Response Costs.

25. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States or the County may have against any person, firm, corporation or other entity that is not a signatory to this Settlement Agreement.

IX. COVENANTS NOT TO SUE BY SETTLING PARTIES AND SETTLING FEDERAL AGENCIES

26. Covenant not to Sue by Settling Parties

Each Settling Party covenants not to sue and agrees not to assert any claims or causes of action against the United States and the County, or their contractors or employees, with respect to Past Response Costs or this Settlement Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund or the Denova/ Rialto Colton Plume Special Accounts based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of California, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States or the County pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs or this Settlement Agreement.

27. Treatment of Costs Incurred By Settling Parties For Purposes Of Government Contract Costing Or Pricing.

Nothing in this Consent Decree shall be construed as a waiver by the Settling Parties of any rights they may have to include costs incurred due to this Agreement in any of their proposals of allowable costs for purposes of costing or pricing pursuant to contracts with the United States. Nothing in this Agreement shall be construed to create or recognize any such right. The incurrence or payment of any costs by the Settling Parties pursuant to this Agreement, or inclusion of such costs in the Settling Parties' proposals for purposes of costing or pricing of contracts with the United States, does not, in and of itself, render such costs allocable or allowable for Government contracting purposes. For Government contracting purposes, the cost incurred in implementing this Agreement remain subject to the applicable provisions of (1) the Federal Acquisition Regulation ("FAR") and Cost Accounting Standards ("CAS"), (2) agency implementing regulations of FAR, (3) the contract(s) between the Settling Parties and the United States pursuant to which such costing or pricing proposals are submitted, and (4) any determination by the cognizant Contracting Officer concerning allocability and allowability of such costs, subject to any right of appeal Settling Parties may have under the applicable contract(s) or the FAR. Notwithstanding any other provision of this Agreement, Settling Parties agree that they will not claim or include, as allowable costs for purposes of costing or pricing pursuant to contracts with the United States, any amounts they may pay as Stipulated Penalties pursuant to Paragraph 17, and any such stipulated penalties shall be treated by Settling Parties as unallowable costs.

28. Covenant not to Sue by Settling Federal Agencies

Settling Federal Agencies agree not to assert any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund or the Denova Site Special Account or the Rialto Colton Plume Special Account based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law with respect to Past Response Costs or this Agreement.

29. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

30. Each Settling Party agrees not to assert any claims and to waive all claims or causes of action that it may have for all matters relating to the Site, including for contribution, against any person where the person's liability to such Settling Party with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

31. The waiver in Paragraph 30 shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against such Settling Party. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of RCRA, 42 U.S.C. § 6972, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

X. EFFECT OF SETTLEMENT/CONTRIBUTION

32. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that each Settling Party and Settling Federal Agency is entitled, as of the Effective Date, of this Settlement Agreement to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Past Response Costs.

33. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which each Settling Party has as of the effective date of this

Settlement Agreement resolved its liability to the United States and the County for Past Response Costs. Settling Parties and Settling Federal Agencies do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in Section II of this Settlement Agreement.

34. Except as provided in Section IX (Covenant Not to Sue by Settling Parties and Settling Federal Agencies), nothing in this Settlement Agreement precludes the United States, the County or any Settling Party or any Settling Federal Agency from asserting any claims, causes of action, or demands against any person not a party to this Settlement Agreement for indemnification, contribution, or cost recovery. Nothing herein diminishes the right of the United States, pursuant to Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional recovery of Response Costs or any response action, and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

35. Except as provided in Paragraph 30 (Non-Exempt De Micromis Waiver), nothing in this Settlement Agreement precludes the United States, the County or any Settling Party or any Settling Federal Agency from asserting any claims, causes of action, or demands against any persons not parties to this Settlement Agreement for indemnification, contribution, or cost recovery. Except as otherwise provided in this Settlement Agreement, the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

36. Each Settling Party agrees that with respect to any suit or claim for contribution brought by it for matters related to this Settlement Agreement, it will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Party and Settling Federal Agency also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Settlement Agreement, it will notify EPA in writing within 15 days of service of the complaint or claim. In addition, each Settling Party and Settling Federal Agency shall notify EPA within 15 days of service or receipt of any Motion for Summary Judgment and within 15 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

37. In any subsequent administrative or judicial proceeding initiated by EPA, the County, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, each Settling Party shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, "res judicata", collateral estoppel, issue preclusion, claim-splitting, or other defenses based on any contention that the claims raised in the subsequent proceeding were or should have been resolved through this Settlement Agreement; provided, however, that nothing in this Paragraph affects the enforceability of the covenants by EPA and the County set forth in Section VII.

XI. ACCESS TO INFORMATION

38. Each Settling Party may assert business confidentiality claims covering part or all of the documents or information submitted to EPA under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified a Settling Party that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to that Settling Party.

39. Any Settling Party may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If any Settling Party asserts such a privilege in lieu of providing documents, it shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name title, affiliation and address of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by the Settling Party. Each Settling Party shall retain all records that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Party's favor. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

40. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XII. RECORD RETENTION

41. Until five years after the Effective Date, each Settling Party shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the response action or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

42. At the conclusion of this document retention period, each Settling Party shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, on request by EPA, the Settling Party shall deliver any such records or documents to EPA. A Settling Party may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If a Settling Party asserts such a privilege, it shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name, title, affiliation and address of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the

document, record, or information; and 6) the privilege asserted by the Settling Party. If a claim of privilege applies only to a portion of a record, the record shall be provided to EPA in redacted form to mask the privileged information only. Each Settling Party shall retain all records that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Party's favor. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

43. Each Settling Party hereby certifies that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA or the County and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

44. The United States acknowledges that the Settling Federal Agencies are subject to all applicable Federal record retention laws, regulations, and policies; and has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XIII. NOTICES AND SUBMISSIONS

45. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, such notice shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Excepting additional notices as may be required in Section V (Payment of Response Costs), written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to EPA, the County, the Settling Parties and the Settling Federal Agencies.

As to EPA:

John Jaros
EPA, Region IX (SFD 9)
75 Hawthorne Street
San Francisco, California 94105

As to the County:

San Bernardino County Consolidated Fire District
Office of the Fire Marshall, Attn: Hazardous Material Divisions
620 South "E" Street
San Bernardino, California 92415

As to Settling Parties and Settling Federal Agencies:

See Contact Information in Appendix D.

XIV. INTEGRATION

46. This Settlement Agreement and its Appendices constitute the final, complete and exclusive Administrative Settlement Agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Agreement: "Appendix A" is a complete list of the Settling Parties and their settlement amounts; "Appendix B" is a complete list of the Settling Federal Agencies, "Appendix C" is the EPA electronic transfer information; and "Appendix D" is the Settling Parties/ Settling Federal Agencies' contact information.

XV. PUBLIC COMMENT

47. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper or inadequate.

XVI. EFFECTIVE DATE

48. The Effective Date of this Settlement Agreement shall be the date on which EPA issues written notice that the public comment period pursuant to Section XV has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

XVII. ATTORNEY GENERAL APPROVAL

49. The United States Attorney General or his designee has approved the settlement embodied in this Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

[Signatures on subsequent pages.]

Administrative Settlement Agreement for the Recovery of Past Costs
U.S. EPA Region 9 CERCLA Docket No. 2006-25.

It is so Agreed this 21 day of March, 2007.

By: 

Daniel A. Meer
Branch Chief
Response, Planning and Assessment Branch
U.S. Environmental Protection Agency, Region 9

Administrative Settlement Agreement for the Recovery of Past Costs
U.S. EPA Region 9 CERCLA Docket No. 2006-25.

It is so Agreed this 19th day of DECEMBER, 2006.

By: Paul B.

~~XXXXXXXX~~ **PAUL BIANE**

DEC 19 2007

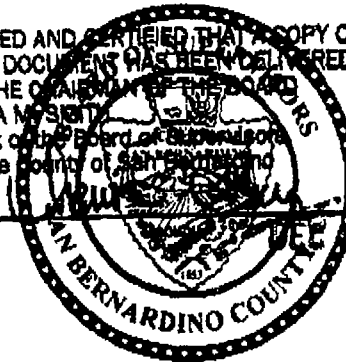
Chairman, Board of Supervisors

San Bernardino County Consolidated Fire District

Agreement No. 06-1207 BAS # 17

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CLERK OF THE BOARD OF
SUPERVISORS
DENA M. SANTI
Clerk of the Board of Supervisors
of the County of San Bernardino

By: [Signature]



DEC 19 2007

Administrative Settlement Agreement for the Recovery of Past Costs
U.S. EPA Region 9 CERCLA Docket No. 2006-25.

It is so Agreed this 20th day of February, 2006.

For Settling Party, United States Department of the Interior

By: Jonathan B. Jervis
PWR Regional Director, NPS

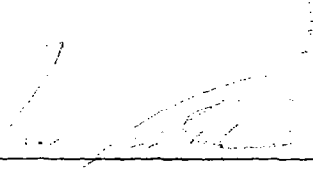
Title: Park Service Regional Director

Administrative Settlement Agreement for the Recovery of Past Costs

U.S. EPA Region 9 CERCLA Docket No. 2006-25.

It is so Agreed this _____ day of _____, 2006.

For Settling Party: U.S. National Aeronautics and Space Administration

By: 
James S. Leatherwood

Title: Director, Environmental Management Division
National Aeronautics and Space Administration

Administrative Settlement Agreement for the Recovery of Past Costs
U.S. EPA Region 9 CERCLA Docket No. 2006-25.

It is so Agreed this 15th day of January, 2006.

For Settling Party, U.S. Department of Energy/National
Nuclear Security Administration/Sandia National
Laboratories

By: Patty Wagner

Patty Wagner

Manager, Sandia Site Office

Administrative Settlement Agreement for the Recovery of Past Costs
U.S. EPA Region 9 CERCLA Docket No. 2006-25.

It is so Agreed this _____ day of _____, 2006.

For Settling Party, U.S. Department of Energy/National Nuclear Security
Administration/Lawrence Livermore National Laboratory

By: _____

Camille Yuan-Soo Hoo

Manager, Livermore Site Office

Administrative Settlement Agreement for the Recovery of Past Costs
U.S. EPA Region 9 CERCLA Docket No. 2006-25.

It is so Agreed this 29th day of March, 2007.

For Settling Party, United States Department of the Navy

By: 

Thomas N. Ledvina

Title: Associate General Counsel (Litigation)

Administrative Settlement Agreement for the Recovery of Past Costs
U.S. EPA Region 9 CERCLA Docket No. 2006-25.

It is so Agreed this 15th day of June, 2007.

For Settling Parties,

Northrop Grumman Systems Corporation and

Northrop Grumman Space & Mission Systems Corp.

By: 

Name: Kraig H. Scheyer

Title: Vice President, Administrative Services

Administrative Settlement Agreement for the Recovery of Past Costs
U.S. EPA Region 9 CERCLA Docket No. 2006-25.

It is so Agreed this 15th day of July, 2006.

For Settling Party, Lockheed Martin Corporation

By: Kenneth A. Measney

Title: Vice President of Energy, Environment, Safety & Health

Administrative Settlement Agreement for the Recovery of Past Costs
U.S. EPA Region 9 CERCLA Docket No. 2006-25.

It is so Agreed this 21st day of Dec, 2006.

For Settling Party, The Boeing Company


By: 

Title: Director of Environmental Affairs

Administrative Settlement Agreement for the Recovery of Past Costs
U.S. EPA Region 9 CERCLA Docket No. 2006-25.

It is so Agreed this 26th day of January, 2006.

For Settling Party, Georgia Pacific

By: 
Title: CHIEF COUNSEL - ENVIRONMENTAL

Administrative Settlement Agreement for the Recovery of Past Costs
U.S. EPA Region 9 CERCLA Docket No. 2006-25.

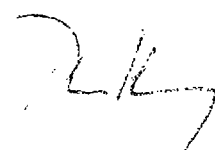
It is so Agreed this 26 day of January, 2008.

For Settling Party, Burlington Northern and Santa Fe Railroad

now known as BNSF Railway Company

By: 

Title: Manager Environmental Remediation



Administrative Settlement Agreement for the Recovery of Past Costs
U.S. EPA Region 9 CERCLA Docket No. 2006-25.

Royal Caribbean Cruises, Ltd. d/b/a Royal Caribbean International

Signature: Adam M. Goldstein

Name: Adam M. Goldstein

Title: President, Royal Caribbean International

Date: January 31, 2007

VP

Administrative Settlement Agreement for the Recovery of Past Costs

U.S. EPA Region 9 CERCLA Docket No. 2006-25.

It is so Agreed this 24th day of January, ^{2007.}~~2006.~~


For Settling Party, JBL Incorporated

By: Edwin C. [Signature]
Title: Vice President

Administrative Settlement Agreement for the Recovery of Past Costs
U.S. EPA Region 9 CERCLA Docket No. 2006-25.

It is so Agreed this 27th day of February, 2006.

For Settling Party, The Marquadt Company

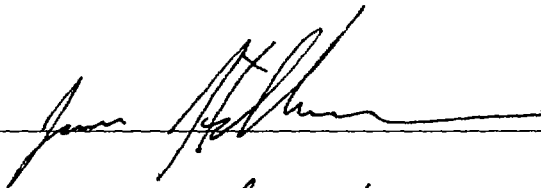
By: 
Title: President

Administrative Settlement Agreement for the Recovery of Past Costs
U. S. EPA Region 9 CERCLA Docket No. 2006-25.

It is so Agreed this 25th day of January, 2007.

For Settling Party, Davis Wire Corporation

By: _____



Title: _____

President, CEO

Administrative Settlement Agreement for the Recovery of Past Costs
U.S. EPA Region 9 CERCLA Docket No. 2006-25.

It is so Agreed this 30th day of June, 2006.

For Settling Party, Aerojet General Corporation

By: Brian E. [Signature]

Appendix A

Appendix A

Settling Party	Volume (gallons)	Payment Amount
Northrop Grumman Systems Corporation; Northrop Grumman Space & Mission Systems Corp.	705.98	\$390,874.53
Lockheed Martin Corporation	367.44	\$203,437.69
The Boeing Company	254.17	\$140,724.35
Georgia Pacific	170.00	\$94,122.60
BNSF Railway Company; Atchison Topeka and Santa Fe Railway Company	146.34	\$81,022.95
Royal Caribbean Cruises, Ltd.; Royal Caribbean International	78.38	\$43,396.05
JBL Incorporated	55.00	\$30,451.43
The Marquadt Company	51.05	\$28,264.46
Davis Wire Corp.	35.00	\$19,378.18
Aerojet-General Corporation	34.22	\$18,946.32
total	1897.58	\$1,050,618.56

Appendix B

Settling Federal Agencies ¹	Volume Amount	Payment (gallons)
Sandia Corporation	153.59	\$85,036.64
NASA Jet Propulsion Lab	68.31	\$37,820.51
United States Department of the Navy	48.98	\$27,118.27
Lawrence Livermore National Laboratory	45.26	\$25,058.65
United States Department of Interior	37.04	\$20,507.57
total	353.18	\$195,541.64

¹ Settling Federal Agencies are more specifically defined in the definition of Settling Federal Agencies in Section IV (11)(m)

Appendix C

EPA Electronic Transfer Information

For electronic fund transfers, please send to the following address:

Mellon Bank
ABA 043000261
Account 9109125
22 Morrow Drive
Pittsburgh PA 15235

SWIFT Address: MELNUS3P (needed only for international transfers)

Appendix D
Settling Parties Contact Information

William E. Hvidsten, Sr. Counsel-Environmental
Aerojet-General Corporation
Highway 50 and Aerojet Road
Rancho Cordova, CA 95742
Phone: 916-351-8524

Aerojet-General Corporation

Vice President – Law
BNSF Railway Company
2500 Lou Menk Drive AOB-3
Fort Worth, TX 76131

BNSF Railway Company

J. Hillebrandt, President
Davis Wire Corporation
5555 Irwindale Avenue
Irwindale, CA 91706-2070
Phone: 626-815-3217

Davis Wire Corporation

Mellonie S. Fleming, Corporate Counsel
Georgia-Pacific Corporation
133 Peachtree Street
Atlanta, GA 30303
Phone: 404-652-4000

Georgia-Pacific Corporation

Ed Summers, Vice President & General Counsel
JBL Incorporated
8500 Balboa Blvd.
Northridge, CA 91329-0001
Phone: 818-893-8411

JBL Incorporated

Janis Parenti, Esq.
U.S. Department of Energy /
National Nuclear Security Administration
Lawrence Livermore National Laboratory
7000 East Avenue, P.O. Box 808, L-293
Livermore, California 94551-0808
Phone: 925-424-4565

United States Department of
Energy/Lawrence Livermore
National Laboratory

Bill Bath, Sr. Staff Environmental Engineer
Lockheed Martin Corporation
Lockheed Martin Corporation Shared Services
Energy, Environment, Safety & Health
2950 N. Hollywood Way, Suite 125
Burbank, CA 91505
Phone: 818-847-0793

Lockheed Martin Corporation

Appendix D
Settling Parties Contact Information

Dave Stewart
NASA Headquarters
Office of the General Counsel
300 E Street SW, Suite 9Z61
Washington, DC 20546
Phone: 202-358-2086

National Aeronautics and Space
Administration

Elizabeth C. Brown, Senior Counsel
Northrop Grumman Corporation
1840 Century Park East
Los Angeles, CA 90067-2199
Phone: 310-201-3278

Northrop Grumman Corporation

Amanda Monchamp
Holland & Knight LLP
50 California Street, Suite 2800
San Francisco, CA 94111
Phone: 415-743-6947

Royal Caribbean Cruises, Ltd.

Michele A. Reynolds, Site Counsel
Sandia Site Office
U.S. Department of Energy/
National Nuclear Security Administration
P.O. Box 5400
Albuquerque, NM 87185-5400
Phone: 505-845-5216

United States Department of
Energy/Sandia Corporation

David Cohen, Counsel
The Boeing Company
2201 Seal Beach Blvd.
Seal Beach, CA 90740-1515
Phone: 562-797-1018

The Boeing Company

Michael Hickok
The Marquardt Company
2029 Century Park East, Suite 2500
Los Angeles, CA 90067
Phone: 310-277-5082

The Marquardt Company

Wanda Underkoffler
The Marquardt Company
3725 Electronics Way
P.O. Box 3025
Lancaster, PA 17604-3025
Phone: 717-684-2001

The Marquardt Company

James P. Shinehouse
The Marquardt Company
1628 JFK Boulevard
Suite 1600
Philadelphia, PA 19103
Phone: 215-563-8306

The Marquardt Company

Appendix D
Settling Parties Contact Information

Barbara Goodyear, Esq.
Department of Interior
1111 Jackson Street, Suite 735
Oakland, CA 94607-4807
Phone: 510-817-1466

U.S. Department of Interior

Commander Gordon Modarai
U.S. Navy Litigation Office
Office of the General Counsel
720 Kennon Street SE, Rm 233
Washington Navy Yard, DC 20374-5013
Phone: 202-685-7028

U.S. Department of the Navy



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street (ORC3-1)
San Francisco, CA 94105

May 1, 2007

To the Settling Parties Identified in Appendix A and Appendix B

URGENT LEGAL MATTER

Re: Effective Date for Agreement for Recovery of Past Response Costs for Denova
Environmental Superfund Site, CERCLA Docket No. 2006-25

Dear Sirs:

Please find enclosed a copy of the final Administrative Order on Consent, U.S. EPA Region 9 CERCLA Docket No. 2006-25 (the "Agreement"), for Past Response Costs at the Denova Environmental Superfund Site between the United States Environmental Protection Agency, the County of San Bernardino Consolidated Fire District and the Settling Parties and Settling Federal Agencies identified in Appendix A and Appendix B of the Agreement.

The public comment period for the Agreement has concluded, and EPA received only one comment. The comment asked EPA to clarify the definition of the Site in the AOC. The address of the Site was identified as 2610 N. Alder Avenue, Rialto, California. Apparently the same address was used for two separate Denova facilities. The Site subject to the AOC is the northern former disposal facility that is now part of the property currently owned by Target. With this clarification, there is no information sufficient for EPA to withdraw or modify the Agreement. In accordance with paragraph 48 of the Agreement, the "Effective Date" will be today, May 1, 2007. If you have any questions about the Agreement, do not hesitate to call me at (415) 972-3918.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michele Benson".

Michele Benson
Attorney Advisor

Enclosure

cc: Scott M. Runyan, County of San Bernardino
Valerie Mann, DOJ
John Jaros, EPA Reg. IX
Judith Winchell, EPA Reg. IX



U.S. ENVIRONMENTAL PROTECTION AGENCY

Office of Regional Counsel

Region IX

75 Hawthorne Street

San Francisco, CA 94105

Phone Number (415) 947-8705

Fax Number (415) 947-3570, 947-3571

PLEASE DELIVER TO:

NAME

Elizabeth Brown

FAX #

310 263-5365

PHONE #

OFFICE

NAME

FAX #

PHONE #

OFFICE

NAME

FAX #

PHONE #

OFFICE

FROM:

NAME

Michele Benson

PHONE #

DATE

This transmission consists of 41 page(s) including this cover page.

ADDITIONAL MESSAGE

The information contained in this communication is intended only for the use of the addressee and may be confidential, may be attorney-client privileged and may constitute inside information. Unauthorized use, disclosure or copying is strictly prohibited and may be unlawful. If you have received this communication in error, please contact us at (415) 947-8705.